

COPY

1 Spencer A. Schneider (SBN 175071)  
 2 Karen E. Adelman (SBN 216927)  
 3 John J. Moura (SBN 082457)  
 4 Berman, Berman & Berman, LLP  
 5 11900 W. Olympic Blvd., Suite 600  
 6 Los Angeles, California 90064  
 7 Telephone (310) 447-9000  
 8 Facsimile (310) 447-9011

ORIGINAL  
FILED

AUG 13 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

9 Attorneys for Defendant  
 10 GENERAL AGENTS INSURANCE COMPANY OF AMERICA, INC.  
 11 (Erroneously sued and served as GAINSCO, INC.)

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA

14

15 BLAJIT SINGH, individually and)  
 16 allegedly doing business as )  
 17 GREYLINE CAB/YELLOW CAB, )  
 18 )  
 19 Plaintiff, )  
 20 )  
 21 v. )  
 22 )  
 23 GAINSCO, INC. and DOES 1 -10, )  
 24 )  
 25 Defendant. )

CASE NO.

008-03874

[28 U.S.C. §1441(a)]

PJH

NOTICE OF REMOVAL OF ACTION;  
DEMAND FOR JURY TRIAL

ADR

26 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

27 PLEASE TAKE NOTICE that defendant General Agents Insurance  
 28 Company of America, Inc., erroneously sued and served as GAINSCO,  
 29 INC. (hereinafter "Gainsco"), hereby removes to this Court, based  
 30 upon diversity jurisdiction, the state court action described  
 31 below.

32 1. On June 27, 2008, plaintiff Baljit Singh, individually  
 33 and allegedly doing business as Greyline Cab/Yellow Cab  
 34 (hereinafter "Singh"), commenced an action in the Superior Court  
 35 of the State of California for the County of Alameda, entitled

36 ///

1 *Singh, et al. v. GAINSCO, Inc.*, Case No. RG08395501. A true and  
2 correct copy of said complaint is attached hereto as Exhibit "A."

3 2. The first date upon which Gainsco received a copy of  
4 the above-mentioned complaint was July 14, 2008, when plaintiff  
5 served the summons and complaint upon Gainsco. A true and  
6 correct copy of the summons is attached hereto as Exhibit "B."  
7 No other pleadings were served upon or received by Gainsco prior  
8 to August 12, 2008.

9 3. No further proceedings have been conducted in this  
10 matter in the Superior Court of the State of California for the  
11 County of Alameda.

12 4. This action is a civil action over which this Court has  
13 original jurisdiction pursuant to 28 U.S.C. §1332 in that it is a  
14 civil action between citizens of different states and the matter  
15 in controversy exceeds the sum or value of \$75,000.00, exclusive  
16 of interests and costs. Therefore, pursuant to the provisions of  
17 28 U.S.C. §1441(a), Gainsco may remove this action to this Court.

18 5. Gainsco is informed and believes that plaintiff was, at  
19 the time of the filing of this action, and still is a citizen of  
20 the State of California. Gainsco was, at the time of the filing  
21 of this action, and still is a corporation incorporated under the  
22 laws of the State of Oklahoma and has its principal place of  
23 business in the State of Texas.

24 6. The only defendants other than Gainsco are DOE  
25 defendants. These defendants are wholly fictitious and sham  
26 parties against whom no relief is, or could be, sought in this  
27 action. Pursuant to 28 U.S.C. §1441(a), this Court should  
28 disregard the citizenship of any defendant sued under this

1 fictitious name. Accordingly, it is not necessary that any other  
2 parties join in this notice of removal of action.

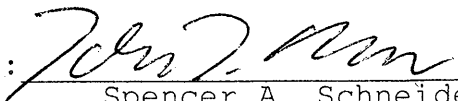
3 7. This is an insurance bad faith action in which  
4 plaintiff's complaint prays for special and general damages in an  
5 amount no less than \$925,000, representing the sum plaintiff  
6 allegedly paid in settlement to satisfy a default judgment  
7 entered in an underlying action entitled *Kuljeet Singh, et al. v.*  
8 *Baljit Singh, etc.*, Contra Costa County Superior Case No. C99-  
9 01230. In addition, plaintiff prays for punitive damages and  
10 attorneys' fees pursuant to *Brandt v. Superior Court* (1985) 37  
11 Cal.3d 813. Thus, the amount in controversy, exclusive of  
12 interest and costs, exceeds the sum of \$75,000.00.

13 8. This notice is filed with this Court within 30 days  
14 after service upon Gainsco of summons and complaint in the  
15 above-entitled action. Therefore, this removal is timely as  
16 required by 28 U.S.C. §1446(b).

17 9. Pursuant to 28 U.S.C. §1446(a), true and correct copies  
18 of all process, pleadings, and orders served by or upon Gainsco  
19 in the state court action are attached collectively hereto as  
20 Exhibit "C."

21  
22 Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

23  
24 By:   
25 Spencer A. Schneider  
26 Karen E. Adelman  
27 John J. Moura  
28 Attorneys for Defendant  
GENERAL AGENTS INSURANCE COMPANY  
OF AMERICA, INC.  
(Erroneously sued and served as  
GAINSCO, INC.)

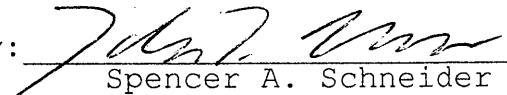
DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that defendant General Agents Insurance Company of America, Inc., erroneously sued and served as GAINSCO, INC., hereby demands trial by jury of the above-entitled action.

Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

By:



Spencer A. Schneider

Karen E. Adelman

John J. Moura

Attorneys for Defendant  
GENERAL AGENTS INSURANCE COMPANY  
OF AMERICA, INC.  
(Erroneously sued and served as  
GAINSCO, INC.)

**EXHIBIT "A"**

HANSON BRIDGETT LLP  
ALEXANDER J. BERLINE - 158098  
aberline@hansonbridgett.com  
CHRISTINE HILER - 245331  
chiler@hansonbridgett.com  
425 Market Street, 26th Floor  
San Francisco, CA 94105  
Telephone: (415) 777-3200  
Facsimile: (415) 541-9366

**ENDORSED  
FILED  
ALAMEDA COUNTY**

**JUN 27 2008**  
CLERK OF THE SUPERIOR COURT  
**M. Hayes**  
By \_\_\_\_\_ Deputy

Attorneys for Plaintiff BALJIT SINGH,  
individually and allegedly doing business as  
GREYLINE CAB/YELLOW CAB

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

BALJIT SINGH, individually and  
allegedly doing business as  
GREYLINE CAB/YELLOW CAB,

Plaintiff,

v.

GAINSCO INC. and DOES 1 - 10,

Defendant.

No. *RG* 08395501

**COMPLAINT FOR DAMAGES**

**INTRODUCTION**

Taxi driver Kuljeet Singh was injured on April 23, 1998 while driving a taxi cab (Yellow Cab #112, CA #5S18784), filed a complaint making certain allegations against BALJIT SINGH ("BALJIT"), and obtained a substantial judgment. This is an action by BALJIT against the Auto & General Liability insurer, defendant GAINSCO, INC. (hereinafter, "GAINSCO"), and DOES 1 through 10 (collectively referred to as "Defendants"), to recover sums paid to satisfy that Kuljeet Singh judgment (a true and correct copy which is attached hereto as Exhibit A).

**PARTIES**

1  
2 1. At all times herein mentioned, Bay Area Taxi Management, Inc. ("BATM")  
3 was a California corporation with its principal place of business in Oakland, California.  
4 BATM managed the operations of the Yellow Cab fleet, and BALJIT was an officer of  
5 BATM.

6 2. At all times herein mentioned, BALJIT was an individual and a resident of  
7 Alameda, California.

8 3. At all times herein mentioned, GAINSCO was a Texas insurer authorized  
9 to do business in the State of California.

10 4. The true names and capacities, whether individual, corporate or otherwise,  
11 of the Defendants named herein as DOES 1 through 10, are unknown to Plaintiff, who,  
12 therefore, sues said Defendants under such fictitious names. Plaintiff is informed and  
13 believes, and thereon allege, that each of the Defendants designated herein as a "DOE"  
14 are responsible in some manner for the events and happenings herein referred to and  
15 caused some injuries and damages to Plaintiff as herein alleged.

**THE INSURANCE POLICY**

16  
17 5. On information and belief, in 1997, Plaintiff submitted an application for  
18 Auto & General Liability Insurance to GAINSCO. On information and belief, thereafter, in  
19 consideration of premium payments, GAINSCO by its duly authorized agents executed  
20 and delivered in Oakland, California, an Auto & General Liability policy of insurance  
21 bearing policy number GPP143242, which was effective October 26, 1997, to October  
22 26, 1998 (hereinafter, the "GAINSCO POLICY").

**THE UNDERLYING KULJEET ACTION**

23  
24 6. On information and belief, on or about early 1998 Kuljeet Singh entered  
25 into an independent contractor agreement to perform taxi cab driver duties for  
26 GREYLINE CAB/YELLOW CAB.

27 7. On information and belief, on or about April 23, 1998, Kuljeet Singh  
28 responded to a call at 935 Triangle Court, Richmond, California. Kuljeet Singh alleged

1 that the safety shield, between the passenger and driver compartments, was defective.  
2 Kuljeet Singh further alleged that GREYLINE/YELLOW cab violated its own safety  
3 guidelines in dispatching the call. Due to this alleged negligence, Kuljeet Singh alleged  
4 that he was severely injured in a gun shooting incident (hereinafter, the "INCIDENT").

5 8. Kuljeet Singh and his wife filed a suit for negligence, assault, and loss of  
6 consortium against Plaintiff (hereinafter, the "KULJEET ACTION").

7 9. Plaintiff was not served with the KULJEET ACTION complaint, and the  
8 matter went into default.

9 10. On information and belief, Plaintiff timely tendered the KULJEET ACTION  
10 complaint to GAINSCO, and/or its agents.

11 11. Prior counsel for Plaintiff tried to set aside that default, but the request was  
12 denied and a substantial default judgment was entered (1) in favor of Kuljeet Singh in  
13 the sum of one million dollars (\$1,000,000), together with costs and disbursements, and  
14 interest on said judgment; and (2) in favor of Kuljeet Singh's wife in the sum of fifty  
15 thousand (\$50,000), together with costs and disbursements, and interest on said  
16 judgment.

17 12. The matter was dormant for several years, until counsel for Kuljeet Singh  
18 and his wife started enforcement proceedings on the judgment, which the parties  
19 eventually settled for \$925,000 (which has now been paid).

20 13. On May 1, 2008, counsel for Plaintiff sent a letter to GAINSCO seeking  
21 reimbursement of these sums and of all defense expenses fees and costs. GAINSCO  
22 disputes responsibility and refuses to reimburse Plaintiff.

### 23 JURISDICTION AND VENUE

24 14. Jurisdiction is proper in this Superior Court in and for the City and County  
25 of Alameda pursuant to California Code of Civil Procedure section 410.10 because this  
26 Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction  
27 exist.

28 15. Venue is proper in the City and County of Alameda pursuant to California



1 Code of Civil Procedure section 395.5, *inter alia*, because the contracts of insurance  
2 were delivered and performed in Alameda.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Insurance Contract, By Plaintiff Against GAINSCO, and DOES 1-10.)**

5 16. Plaintiff incorporates by reference, as though fully set forth herein, the  
6 above paragraphs 1 through 15.

7 17. On information and belief, Plaintiff fully and timely complied with all  
8 provisions of the GAINSCO POLICY including, but not limited to, timely payment of the  
9 premium and timely tender of the underlying claim and the KULJEET ACTION to  
10 GAINSCO. In the alternative, Plaintiff alleges that he was excused from full compliance  
11 because the insurance at issue was mandatory and required by State and/or Local law.

12 18. GAINSCO was and is contractually obligated to defend and indemnify  
13 Plaintiff from suits for bodily injury.

14 19. Plaintiff was sued in the KULJEET ACTION for bodily injury stemming from  
15 the INCIDENT. Plaintiff demanded that he be defended and indemnified under the  
16 GAINSCO POLICY. GAINSCO has refused and continues to refuse to defend or  
17 indemnify Plaintiff, and therefore is in breach of contractual obligations GAINSCO  
18 undertook in the GAINSCO POLICY.

19 20. Plaintiff performed all other duties as required under the GAINSCO  
20 POLICY, except those duties which have been excused by GAINSCO'S breach or non-  
21 performance.

22 21. The acts of GAINSCO alleged above were done unreasonably and in  
23 breach of the GAINSCO POLICY and the contractual covenant of good faith and fair  
24 dealing.

25 22. As a proximate result of GAINSCO'S contractual breaches, Plaintiff has  
26 been compelled to engage counsel and to incur attorneys' fees and other costs and  
27 expenses in the defense of the KULJEET ACTION and in prosecution of this Complaint.  
28

1 As a further proximate result of GAINSCO's wrongful denial, Plaintiff has been  
2 compelled to incur related expenses all according to proof, including but not limited to  
3 paying the \$925,000 settlement.

4 **SECOND CAUSE OF ACTION**

5 **(Declaratory Relief, That GAINSCO is Obligated to Defend Plaintiff from the**  
6 **KULJEET ACTION, By Plaintiff Against GAINSCO, and DOES 1-10.)**

7 23. Plaintiff incorporates by reference, as though fully set forth herein, the  
8 above paragraphs 1 through 22.

9 24. An actual controversy has arisen and now exists between Plaintiff and  
10 GAINSCO concerning their respective rights and duties in that GAINSCO contends that  
11 it has no obligation to defend Plaintiff from the KULJEET ACTION despite, on  
12 information and belief, Plaintiff's proper tender. Plaintiff contends that GAINSCO is  
13 obligated to defend Plaintiff.

14 25. A judicial declaration is necessary and appropriate at this time under the  
15 circumstances in order that Plaintiff may ascertain their rights and duties under the  
16 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO  
17 must defend Plaintiff from the KULJEET ACTION.

18 **THIRD CAUSE OF ACTION**

19 **(Declaratory Relief, That GAINSCO is Obligated to Indemnify Plaintiff from the**  
20 **SINGH LAWSUIT, By Plaintiff Against GAINSCO, and DOES 1-10.)**

21 26. Plaintiff incorporates by reference, as though fully set forth herein, the  
22 above paragraphs 1 through 25.

23 27. An actual controversy has arisen and now exists between Plaintiff and  
24 GAINSCO concerning their respective rights and duties in that GAINSCO contends that  
25 it has no obligation to indemnify Plaintiff from the KULJEET ACTION. Plaintiff contends  
26 that GAINSCO is obligated to indemnify Plaintiff.

27 28. A judicial declaration is necessary and appropriate at this time under the  
28 circumstances in order that Plaintiff may ascertain his rights and duties under the

1 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO  
2 must indemnify Plaintiff from the KULJEET ACTION.

3 **FOURTH CAUSE OF ACTION**

4 **(Tortious Bad Faith Denial of Duty to Defend and/or Indemnify, By Plaintiff Against**  
5 **GAINSCO, and DOES 1-10.)**

6 29. Plaintiff incorporates by reference, as though fully set forth herein, the  
7 above paragraphs 1 through 28.

8 30. GAINSCO'S acts alleged above were done unreasonably and in tortuous  
9 breach of the covenant of good faith and fair dealing.

10 31. As a proximate result of GAINSCO'S refusal to cover the INCIDENT,  
11 Plaintiff was compelled to incur attorneys' fees and other costs and expenses in the  
12 defense of the KULJEET ACTION and the litigation of this Complaint. As a further  
13 proximate result of GAINSCO'S wrongful denial Plaintiff has been forced to incur related  
14 expenses all according to proof, including but not limited to paying the \$925,000  
15 settlement.

16 32. The acts of GAINSCO alleged above were done intentionally, maliciously,  
17 oppressively, and with the intent of defrauding Plaintiff, who may therefore recover  
18 exemplary or punitive damages.

19 **PRAYER**

20 WHEREFORE, Plaintiff prays as follows:

- 21 1. For damages according to proof for breach of contract;  
22 2. For general and compensatory damages from GAINSCO according to  
23 proof;  
24 3. For defense attorneys' fees and costs;  
25 4. For prejudgment interest in an amount to be proven at the time of trial;  
26 5. For a declaration that GAINSCO must defend Plaintiff from the KULJEET  
27 ACTION;  
28 6. For a declaration that GAINSCO must indemnify Plaintiff from the

1 KULJEET ACTION;

2 7. For attorneys' fees and costs incurred in obtaining GAINSCO POLICY  
3 benefits, as provided by law (i.e., *Brandt v. Sup. Ct. (Standard Ins. Co.)* (1985) 37 Cal.3d  
4 813);

5 8. For exemplary and punitive damages as against GAINSCO;

6 9. For costs of suit herein incurred; and,

7 10. For such other and further relief as this Court may deem proper.

8  
9 DATED: June 27, 2008

HANSON BRIDGETT LLP

10  
11 By: Christi Hil

CHRISTINE HILER

12 Attorneys for Plaintiff BALJIT SINGH,  
13 individually and allegedly doing  
14 business as GREYLINE CAB/YELLOW  
15 CAB  
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EXHIBIT A

1 ELIZABETH F. MCDONALD, State Bar No. 177363  
2 LAW OFFICES OF ELIZABETH F. MCDONALD  
3 55 New Montgomery Street, Suite 724  
4 San Francisco, California 94105  
5 Telephone: (415) 512-7788  
6 Facsimile: (415) 512-7440

7  
8 Attorneys for Plaintiffs,  
9 KULJEET SINGH and KAMALDEEP SINGH  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

11 KULJEET SINGH and KAMALDEEP  
12 SINGH,

No. C99-01230

13 Plaintiffs,

JUDGMENT BY COURT AFTER DEFAULT

14 vs.

15 BALJIT SINGH, individually and  
16 doing business as GREYLINE  
17 CAB/YELLOW CAB, et al.

18 Defendants.  
19

20 This cause came on to be heard before the Honorable James R.  
21 Trembath presiding in Department 17, on November 30, 1999 at 9:00  
22 a.m., Elizabeth F. McDonald of the Law Offices of Elizabeth F.  
23 McDonald appearing as attorney for plaintiffs, and it appearing  
24 that defendant(s) having been regularly served with process, having  
25 failed to appear and answer the plaintiff's complaint filed herein,  
26 and the default of said defendant(s) having been duly entered and  
27 evidence having been introduced in open session of this Court:  
28

JUDGMENT BY COURT AFTER DEFAULT

1 The court having heard the testimony of plaintiffs and having  
2 reviewed the documentary evidence presented by plaintiffs hereby  
3 finds that: Defendant BALJIT SINGH, individually and doing business  
4 as GREYLINE CAB\YELLOW CAB was negligent; that as a result of  
5 defendant's negligence, plaintiff KULJEET SINGH suffered severe  
6 life threatening injuries; that as a further result of defendant's  
7 negligence plaintiff KULJEET SINGH has incurred economic damages  
8 for medical treatment and services in the sum of \$380,000, and  
9 further, plaintiff KULJEET SINGH suffered wage loss in the sum of  
10 \$30,000.

11 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff  
12 KULJEET SINGH recover from defendant BALJIT SINGH, individually and  
13 doing business as GREYLINE CAB\YELLOW CAB damages in the sum of One  
14 Million Dollars [\$1,000,000.00], together with plaintiff's costs  
15 and disbursements, and interest on said judgment as provided by  
16 law.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff  
18 KAMALDEEP SINGH recover from defendant BALJIT SINGH, individually  
19 and doing business as GREYLINE CAB\YELLOW CAB damages in the sum of  
20 Fifty Thousand [\$50,000], together with plaintiff's costs and  
21 disbursements, and interest on said judgment as provided by law.

22 The Clerk is ordered to enter the judgment.

23  
24 Dated: 2-24-00

JAMES R. TREMBATH  
Hon. James R. Trembath  
Judge of the Superior Court

**EXHIBIT "B"**



**SUMMONS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

GAINSCO INC. and DOES 1-10

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ENDORSED  
FILED  
ALAMEDA COUNTY**

JUN 27 2008

CLERK OF THE SUPERIOR COURT

**By M. Hayes**  
Deputy

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BALJIT SINGH, individually and allegedly doing business as GREYLINE CAB/YELLOW CAB

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California  
County of Alameda  
1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER:  
(Número de caso):

Ret 08395501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander J. Berline - 158098

(415) 777-3200 (415) 541-9366

Christine Hiler - 245331

Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105

DATE: June 27, 2008

Clerk, by

**M. Hayes**

Deputy

(Fecha) JUN 27 2008

**PAT S. SWEETEN**

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

**EXHIBIT "C"**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alexander J. Berline - 158098/Christine Hiler - 245331 Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 aberline@hansonbridgett.com TELEPHONE NO.: (415) 777-3200 FAX NO.: (415) 541-9366 ATTORNEY FOR (Name): PLAINTIFF BAJIT SINGH, indiv. & dba GREYLINE/YELLOW CAB		FOR COURT USE ONLY  <b>ENDORSED FILED ALAMEDA COUNTY</b>  JUN 27 2008  CLERK OF THE SUPERIOR COURT By <u>LA M. Hayes</u> Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: Same CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Alameda County Courthouse		CASE NUMBER: <b>08395501</b>  JUDGE: DEPT:	
CASE NAME: BALJIT SINGH, individually and allegedly doing business as GREYLINE CAB/YELLOW CAB v. GAINSCO INC. and DOES 1-10		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		Items 1-6 below must be completed (see instructions on page 2).	

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties     d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve     e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence     f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☒ punitive
4. Number of causes of action (specify): Four - breach of contract; dec. relief to defend plaintiff; dec. relief to indemnify plaintiffs; tortious bad faith
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: June 27, 2008

CHRISTINE HILER

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Short Title: BALJIT SINGH, individually and allegedly doing business as GREYLINE/YELLOW CAB v. GAINSCO, INC. AND DOES 1-10 Case Number:

## CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

☒ Oakland, Rene C. Davidson Alameda County Courthouse (446) ☐ Hayward Hall of Justice (447)  
☐ Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input checked="" type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input checked="" type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment
Misc. Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition



**SUMMONS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

GAINSCO INC. and DOES 1-10

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ENDORSED  
FILED  
ALAMEDA COUNTY**

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By M. Hayes Deputy**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**BALJIT SINGH, individually and allegedly doing  
business as GREYLINE CAB/YELLOW CAB

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California  
County of Alameda  
1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER:  
(Número del Caso):

K01 08395501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander J. Berline - 158098

(415) 777-3200 (415) 541-9366

Christine Hiler - 245331

Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105

DATE: June 27, 2008

Clerk, by

**M. Hayes**

Deputy:

(Fecha) JUN 27 2008

**PAT S. SWEETEN**

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1

Code of Civil Procedure,  
§§ 415.30, 417.10

HANSON BRIDGETT LLP  
ALEXANDER J. BERLINE - 158098  
aberline@hansonbridgett.com  
CHRISTINE HILER - 245331  
chiler@hansonbridgett.com  
425 Market Street, 26th Floor  
San Francisco, CA 94105  
Telephone: (415) 777-3200  
Facsimile: (415) 541-9366

**ENDORSED  
FILED  
ALAMEDA COUNTY**

**JUN 27 2008**

**CLERK OF THE SUPERIOR COURT**  
**M. Hayes**  
By \_\_\_\_\_ Deputy

Attorneys for Plaintiff BALJIT SINGH,  
individually and allegedly doing business as  
GREYLINE CAB/YELLOW CAB

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

BALJIT SINGH, individually and  
allegedly doing business as  
GREYLINE CAB/YELLOW CAB,

Plaintiff,

v.

GAINSCO INC. and DOES 1 - 10,  
Defendant.

No. *RG* 08395501

**COMPLAINT FOR DAMAGES**

**INTRODUCTION**

Taxi driver Kuljeet Singh was injured on April 23, 1998 while driving a taxi cab (Yellow Cab #112, CA #5S18784), filed a complaint making certain allegations against BALJIT SINGH ("BALJIT"), and obtained a substantial judgment. This is an action by BALJIT against the Auto & General Liability insurer, defendant GAINSCO, INC. (hereinafter, "GAINSCO"), and DOES 1 through 10 (collectively referred to as "Defendants"), to recover sums paid to satisfy that Kuljeet Singh judgment (a true and correct copy which is attached hereto as Exhibit A).

**PARTIES**

1  
2 1. At all times herein mentioned, Bay Area Taxi Management, Inc. ("BATM")  
3 was a California corporation with its principal place of business in Oakland, California.  
4 BATM managed the operations of the Yellow Cab fleet, and BALJIT was an officer of  
5 BATM.

6 2. At all times herein mentioned, BALJIT was an individual and a resident of  
7 Alameda, California.

8 3. At all times herein mentioned, GAINSCO was a Texas insurer authorized  
9 to do business in the State of California.

10 4. The true names and capacities, whether individual, corporate or otherwise,  
11 of the Defendants named herein as DOES 1 through 10, are unknown to Plaintiff, who,  
12 therefore, sues said Defendants under such fictitious names. Plaintiff is informed and  
13 believes, and thereon allege, that each of the Defendants designated herein as a "DOE"  
14 are responsible in some manner for the events and happenings herein referred to and  
15 caused some injuries and damages to Plaintiff as herein alleged.

**THE INSURANCE POLICY**

16  
17 5. On information and belief, in 1997, Plaintiff submitted an application for  
18 Auto & General Liability Insurance to GAINSCO. On information and belief, thereafter, in  
19 consideration of premium payments, GAINSCO by its duly authorized agents executed  
20 and delivered in Oakland, California, an Auto & General Liability policy of insurance  
21 bearing policy number GPP143242, which was effective October 26, 1997, to October  
22 26, 1998 (hereinafter, the "GAINSCO POLICY").

**THE UNDERLYING KULJEET ACTION**

23  
24 6. On information and belief, on or about early 1998 Kuljeet Singh entered  
25 into an independent contractor agreement to perform taxi cab driver duties for  
26 GREYLINE CAB/YELLOW CAB.

27 7. On information and belief, on or about April 23, 1998, Kuljeet Singh  
28 responded to a call at 935 Triangle Court, Richmond, California. Kuljeet Singh alleged



1 that the safety shield, between the passenger and driver compartments, was defective.  
2 Kuljeet Singh further alleged that GREYLINE/YELLOW cab violated its own safety  
3 guidelines in dispatching the call. Due to this alleged negligence, Kuljeet Singh alleged  
4 that he was severely injured in a gun shooting incident (hereinafter, the "INCIDENT").

5 8. Kuljeet Singh and his wife filed a suit for negligence, assault, and loss of  
6 consortium against Plaintiff (hereinafter, the "KULJEET ACTION").

7 9. Plaintiff was not served with the KULJEET ACTION complaint, and the  
8 matter went into default.

9 10. On information and belief, Plaintiff timely tendered the KULJEET ACTION  
10 complaint to GAINSCO, and/or its agents.

11 11. Prior counsel for Plaintiff tried to set aside that default, but the request was  
12 denied and a substantial default judgment was entered (1) in favor of Kuljeet Singh in  
13 the sum of one million dollars (\$1,000,000), together with costs and disbursements, and  
14 interest on said judgment; and (2) in favor of Kuljeet Singh's wife in the sum of fifty  
15 thousand (\$50,000), together with costs and disbursements, and interest on said  
16 judgment.

17 12. The matter was dormant for several years, until counsel for Kuljeet Singh  
18 and his wife started enforcement proceedings on the judgment, which the parties  
19 eventually settled for \$925,000 (which has now been paid).

20 13. On May 1, 2008, counsel for Plaintiff sent a letter to GAINSCO seeking  
21 reimbursement of these sums and of all defense expenses fees and costs. GAINSCO  
22 disputes responsibility and refuses to reimburse Plaintiff.

### 23 JURISDICTION AND VENUE

24 14. Jurisdiction is proper in this Superior Court in and for the City and County  
25 of Alameda pursuant to California Code of Civil Procedure section 410.10 because this  
26 Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction  
27 exist.

28 15. Venue is proper in the City and County of Alameda pursuant to California

1 Code of Civil Procedure section 395.5, *inter alia*, because the contracts of insurance  
2 were delivered and performed in Alameda.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Insurance Contract, By Plaintiff Against GAINSCO, and DOES 1-10.)**

5 16. Plaintiff incorporates by reference, as though fully set forth herein, the  
6 above paragraphs 1 through 15.

7 17. On information and belief, Plaintiff fully and timely complied with all  
8 provisions of the GAINSCO POLICY including, but not limited to, timely payment of the  
9 premium and timely tender of the underlying claim and the KULJEET ACTION to  
10 GAINSCO. In the alternative, Plaintiff alleges that he was excused from full compliance  
11 because the insurance at issue was mandatory and required by State and/or Local law.

12 18. GAINSCO was and is contractually obligated to defend and indemnify  
13 Plaintiff from suits for bodily injury.

14 19. Plaintiff was sued in the KULJEET ACTION for bodily injury stemming from  
15 the INCIDENT. Plaintiff demanded that he be defended and indemnified under the  
16 GAINSCO POLICY. GAINSCO has refused and continues to refuse to defend or  
17 indemnify Plaintiff, and therefore is in breach of contractual obligations GAINSCO  
18 undertook in the GAINSCO POLICY.

19 20. Plaintiff performed all other duties as required under the GAINSCO  
20 POLICY, except those duties which have been excused by GAINSCO'S breach or non-  
21 performance.

22 21. The acts of GAINSCO alleged above were done unreasonably and in  
23 breach of the GAINSCO POLICY and the contractual covenant of good faith and fair  
24 dealing.

25 22. As a proximate result of GAINSCO'S contractual breaches, Plaintiff has  
26 been compelled to engage counsel and to incur attorneys' fees and other costs and  
27 expenses in the defense of the KULJEET ACTION and in prosecution of this Complaint.  
28

1 As a further proximate result of GAINSCO's wrongful denial, Plaintiff has been  
2 compelled to incur related expenses all according to proof, including but not limited to  
3 paying the \$925,000 settlement.

#### 4 SECOND CAUSE OF ACTION

5 **(Declaratory Relief, That GAINSCO is Obligated to Defend Plaintiff from the**  
6 **KULJEET ACTION, By Plaintiff Against GAINSCO, and DOES 1-10.)**

7 23. Plaintiff incorporates by reference, as though fully set forth herein, the  
8 above paragraphs 1 through 22.

9 24. An actual controversy has arisen and now exists between Plaintiff and  
10 GAINSCO concerning their respective rights and duties in that GAINSCO contends that  
11 it has no obligation to defend Plaintiff from the KULJEET ACTION despite, on  
12 information and belief, Plaintiff's proper tender. Plaintiff contends that GAINSCO is  
13 obligated to defend Plaintiff.

14 25. A judicial declaration is necessary and appropriate at this time under the  
15 circumstances in order that Plaintiff may ascertain their rights and duties under the  
16 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO  
17 must defend Plaintiff from the KULJEET ACTION.

#### 18 THIRD CAUSE OF ACTION

19 **(Declaratory Relief, That GAINSCO is Obligated to Indemnify Plaintiff from the**  
20 **SINGH LAWSUIT, By Plaintiff Against GAINSCO, and DOES 1-10.)**

21 26. Plaintiff incorporates by reference, as though fully set forth herein, the  
22 above paragraphs 1 through 25.

23 27. An actual controversy has arisen and now exists between Plaintiff and  
24 GAINSCO concerning their respective rights and duties in that GAINSCO contends that  
25 it has no obligation to indemnify Plaintiff from the KULJEET ACTION. Plaintiff contends  
26 that GAINSCO is obligated to indemnify Plaintiff.

27 28. A judicial declaration is necessary and appropriate at this time under the  
28 circumstances in order that Plaintiff may ascertain his rights and duties under the

1 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO  
2 must indemnify Plaintiff from the KULJEET ACTION.

3 **FOURTH CAUSE OF ACTION**

4 **(Tortious Bad Faith Denial of Duty to Defend and/or Indemnify, By Plaintiff Against**  
5 **GAINSCO, and DOES 1-10.)**

6 29. Plaintiff incorporates by reference, as though fully set forth herein, the  
7 above paragraphs 1 through 28.

8 30. GAINSCO'S acts alleged above were done unreasonably and in tortuous  
9 breach of the covenant of good faith and fair dealing.

10 31. As a proximate result of GAINSCO'S refusal to cover the INCIDENT,  
11 Plaintiff was compelled to incur attorneys' fees and other costs and expenses in the  
12 defense of the KULJEET ACTION and the litigation of this Complaint. As a further  
13 proximate result of GAINSCO'S wrongful denial Plaintiff has been forced to incur related  
14 expenses all according to proof, including but not limited to paying the \$925,000  
15 settlement.

16 32. The acts of GAINSCO alleged above were done intentionally, maliciously,  
17 oppressively, and with the intent of defrauding Plaintiff, who may therefore recover  
18 exemplary or punitive damages.

19 **PRAYER**

20 WHEREFORE, Plaintiff prays as follows:

- 21 1. For damages according to proof for breach of contract;  
22 2. For general and compensatory damages from GAINSCO according to  
23 proof;  
24 3. For defense attorneys' fees and costs;  
25 4. For prejudgment interest in an amount to be proven at the time of trial;  
26 5. For a declaration that GAINSCO must defend Plaintiff from the KULJEET  
27 ACTION;  
28 6. For a declaration that GAINSCO must indemnify Plaintiff from the

1 KULJEET ACTION;

2 7. For attorneys' fees and costs incurred in obtaining GAINSCO POLICY  
3 benefits, as provided by law (i.e., *Brandt v. Sup. Ct. (Standard Ins. Co.)* (1985) 37 Cal.3d  
4 813);

5 8. For exemplary and punitive damages as against GAINSCO;

6 9. For costs of suit herein incurred; and,

7 10. For such other and further relief as this Court may deem proper.

8  
9 DATED: June 27, 2008

HANSON BRIDGETT LLP

10 By: Christi Hil  
11 CHRISTINE HILER  
12 Attorneys for Plaintiff BALJIT SINGH,  
13 individually and allegedly doing  
14 business as GREYLINE CAB/YELLOW  
15 CAB  
16  
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19  
20  
21  
22  
23  
24  
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27  
28

EXHIBIT A

1 ELIZABETH F. MCDONALD, State Bar No. 177363  
2 LAW OFFICES OF ELIZABETH F. MCDONALD  
3 55 New Montgomery Street, Suite 724  
4 San Francisco, California 94105  
5 Telephone: (415) 512-7788  
6 Facsimile: (415) 512-7440

7 Attorneys for Plaintiffs,  
8 KULJEET SINGH and KAMALDEEP SINGH

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF CONTRA COSTA

11 KULJEET SINGH and KAMALDEEP  
12 SINGH,

No. C99-01230

13 Plaintiffs,

JUDGMENT BY COURT AFTER DEFAULT

14 vs.

15 BALJIT SINGH, individually and  
16 doing business as GREYLINE  
CAB/YELLOW CAB, et al.

17 Defendants.  
18 \_\_\_\_\_/

19 This cause came on to be heard before the Honorable James R.  
20 Trembath presiding in Department 17, on November 30, 1999 at 9:00  
21 a.m., Elizabeth F. McDonald of the Law Offices of Elizabeth F.  
22 McDonald appearing as attorney for plaintiffs, and it appearing  
23 that defendant(s) having been regularly served with process, having  
24 failed to appear and answer the plaintiff's complaint filed herein,  
25 and the default of said defendant(s) having been duly entered and  
26 evidence having been introduced in open session of this Court:

27  
28 / / /

JUDGMENT BY COURT AFTER DEFAULT

1 The court having heard the testimony of plaintiffs and having  
2 reviewed the documentary evidence presented by plaintiffs hereby  
3 finds that: Defendant BALJIT SINGH, individually and doing business  
4 as GREYLINE CAB\YELLOW CAB was negligent; that as a result of  
5 defendant's negligence, plaintiff KULJEET SINGH suffered severe  
6 life threatening injuries; that as a further result of defendant's  
7 negligence plaintiff KULJEET SINGH has incurred economic damages  
8 for medical treatment and services in the sum of \$380,000, and  
9 further, plaintiff KULJEET SINGH suffered wage loss in the sum of  
10 \$30,000.

11 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff  
12 KULJEET SINGH recover from defendant BALJIT SINGH, individually and  
13 doing business as GREYLINE CAB\YELLOW CAB damages in the sum of One  
14 Million Dollars [\$1,000,000.00], together with plaintiff's costs  
15 and disbursements, and interest on said judgment as provided by  
16 law.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff  
18 KAMALDEEP SINGH recover from defendant BALJIT SINGH, individually  
19 and doing business as GREYLINE CAB\YELLOW CAB damages in the sum of  
20 Fifty Thousand [\$50,000], together with plaintiff's costs and  
21 disbursements, and interest on said judgment as provided by law.

22 The Clerk is ordered to enter the judgment.

23  
24 Dated: 2-24-00

JAMES R. TREMBATH  
Hon. James R. Trembath  
Judge of the Superior Court



ALTERNATIVE DISPUTE RESOLUTION  
INFORMATION PACKAGE  
Effective April 15, 2005

---

Instructions to Plaintiff / Cross-Complainant

In all general civil cases filed in the trial courts after June 30, 2001, the plaintiff is required to serve a copy of this ADR information package on each defendant.

California Rules of Court, Rule 3.221 (excerpt)

**(a) Court to provide information packet**

Each court must make available to the plaintiff, at the time the complaint is filed in all general civil cases, an alternative dispute resolution (ADR) information package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes....
- (2) Information about the ADR programs available in that court....
- (3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA....
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

**(b) Court may make package available on Web site....**

**(c) Plaintiff to serve information package**

In all general civil cases, the plaintiff must serve a copy of the ADR information package on each defendant together with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action together with the cross-complaint.

## GENERAL INFORMATION ABOUT ADR

### Introduction to Alternative Dispute Resolution

Did you know that most civil lawsuits settle without a trial? And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (also called ADR). The most common forms of ADR are mediation, arbitration, and neutral evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. In mediation, for example, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through court-connected and community dispute resolution programs and private neutrals.

### Advantages of Alternative Dispute Resolution

ADR can have a number of advantages over a lawsuit:

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorney fees, and expert witness fees can be saved.
- **ADR can permit more participation.** With ADR, the parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them.
- **ADR can be cooperative.** In mediation, for example, the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, cheaper, and can create an atmosphere in which the parties are normally cooperative, ADR is easier on the nerves. The parties do not have a lawsuit hanging over their heads. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute instead of filing a lawsuit. Even when a lawsuit has been filed, ADR can be used before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

### Disadvantages of Alternative Dispute Resolution

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure and review for legal error by an appellate court.

There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

The neutral may charge a fee for his or her services.

If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitations. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

### Three Common Types of Alternative Dispute Resolution

This section describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

#### **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved; the parties do.

Mediation is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how they each see things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or has unequal bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

#### **Arbitration**

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal, much quicker, and less expensive than a lawsuit. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records) rather than by testimony.

There are two kinds of arbitration in California:

- (1) Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and is normally binding. In most cases, "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision.
- (2) "Judicial arbitration" takes place within the court process and is not binding unless the parties agree at the outset to be bound. A party to this kind of arbitration who does not like a judicial arbitration award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to decide on the outcome of their dispute themselves.

#### **Neutral Evaluation**

In evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments and makes an evaluation of the case. Each party gets a chance to present his or her side and hear the other side. This may lead to a settlement or at least help the parties prepare to resolve the dispute later on. If the neutral evaluation does not resolve the dispute, the parties may go to court or try another form of ADR.

Neutral evaluation, like mediation, can come early in the dispute and save time and money.

Neutral evaluation is most effective when a party has an unrealistic view of the dispute, when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Neutral evaluation may not be a good idea when it is too soon to tell what the case is worth or if the dispute is about something besides money, like a neighbor playing loud music late at night.

## Other Types of Alternative Dispute Resolution

There are several other types of ADR besides mediation, arbitration, and neutral evaluation. Some of these are conciliation, settlement conferences, fact-finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR methods. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney about your legal rights and other matters relating to the dispute.

## Help Finding an Alternative Dispute Resolution Provider in Your Community

To locate a dispute resolution program or private neutral in your community:

- **Visit the Court's Web site.** The Alameda County Superior Court maintains a list of court-connected mediators, neutral evaluators, and private arbitrators at <http://www.alameda.courts.ca.gov/adr/index.html>
- **Contact the Small Claims Court Legal Advisor.** The small claims legal advisor for Alameda County is located at the Wiley W. Manuel Courthouse, Self-Help Center. The phone number is 510-268-7665.
- **Visit the California Department of Consumer Affairs' Web site.** The Department of Consumer Affairs (also called the DCA) has posted a list of conflict resolution programs throughout the state. The list can be found at [http://www.dca.ca.gov/consumer/mediation\\_programs.shtml](http://www.dca.ca.gov/consumer/mediation_programs.shtml)

You can also call the Department of Consumer Affairs, Consumer Information Center, at 1-800-952-5210.

- **Contact your local bar association.** You can find a list of local bar associations in California on the State Bar Web site at [http://members.calbar.ca.gov/search/ba\\_results.aspx?txtan=&txtln=&County=&District=&ClassTypes=C](http://members.calbar.ca.gov/search/ba_results.aspx?txtan=&txtln=&County=&District=&ClassTypes=C)

If you cannot find a bar association for your area on the State Bar Web site, check the yellow pages of your telephone book under "Associations."

- **Look in the yellow pages of your telephone book under "Arbitrators" or "Mediators".**
- **Automotive Repair, Smog Check:** The California Bureau of Automotive Repair (also known as BAR) offers a free mediation service for consumers who are dissatisfied with an auto repair or a smog check, or who dispute an invoice for such services. BAR registers and regulates California automotive repair facilities and licenses smog, lamp, and brake inspection stations. Learn more at <http://www.smogcheck.ca.gov/StdPage.asp?Body=/Geninfo/Otherinfo/Mediation.htm#What%20is%20a%20Media%20tor> or call 800-952-5210.
- **Attorney Fees:** The State Bar of California administers a mandatory fee arbitration program to resolve attorney fee disputes between lawyers and their clients. The program is an informal, low-cost forum and is mandatory for a lawyer if a client requests it. Mediation of attorney fees disputes may also be available in some areas of California. Learn more at <http://www.calbar.org/2bar/3arb/3arbndx.htm> or call 415-538-2020.

## DISPUTE RESOLUTION PROGRAMS IN ALAMEDA COUNTY

**East Bay Community Mediation**  
1968 San Pablo Avenue, Berkeley, CA 94702-1612

Phone: (510) 548-2377; Fax: (510) 548-4051

<http://www.ebcm.org/>

EBCM is a community-based mediation program created by the union of Berkeley Dispute Resolution Service and Conciliation Forums of Oakland. EBCM offers counseling on options and approaches to resolving a dispute, mediation, large-group conflict facilitation, and conflict resolution skills workshops.

**Catholic Charities of the East Bay: Oakland – Main Office**  
433 Jefferson Street, Oakland, CA 94607

Phone: (510) 768-3100; Fax: (510) 451-6998

<http://www.cceb.org/>

Mediators are responsible for mediation sessions involving the youth, victim and family members to work towards a mutually agreeable restitution agreement. Also, provide free workshops in anger management and mediation.

**Center for Community Dispute Settlement**  
291 McLeod Street, Livermore, CA 94550

Phone: (925) 373-1035; Fax: (925) 449-0945

<http://www.trivalleymediation.com/>

Provides services in Tri-Valley for all of Alameda County. Program goals are to increase the number of court cases resolved, mediating small claims cases four days per week, and training youth in listening and conflict resolution skills.

**ALAMEDA COUNTY SUPERIOR COURT  
ADR PROGRAM**

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**ADR Program Administrator**

Pursuant to California Rules of Court, rule 10.783, the presiding judge of the Superior Court of California, County of Alameda designated the Court Executive Officer to serve as ADR program administrator.

A Plaintiff may elect, the parties may stipulate, or a judge may refer a case to Judicial Arbitration. The Judicial Arbitration Program Coordinator may be contacted during regular court business hours at (510) 690-2705.

**The Judicial Arbitration Process**

**Appointment of Arbitrator (must be appointed within 30 days after referral per CRC 3.815(c)(2)).**

- ⇒ Parties mailed list of five names from which to select (list mailed within 5-10 business days after receipt of referral).
- ⇒ Each party may reject one of the names listed (10 calendar days per CRC 3.815(b)(3)).
- ⇒ The administrator randomly appoints the arbitrators from the names remaining on the list or if one name remains then that name is deemed appointed (CRC 3.815(4)).

**Assignment of Case (CRC 3.817)**

- ⇒ Within 15 days of notice of the appointment, the arbitrator shall contact parties in writing about time, date, and place of the hearing. The parties shall receive at least 30 days notice prior to the hearing.

**Hearings (CRC 3.817)**

- ⇒ Must be scheduled to be completed not more than 90 days from the date the arbitrator was assigned. For good cause shown, a Judge may continue the case beyond this 90-day period.

**Award of Arbitrator**

- ⇒ The arbitrator must file an award within 10 days of the conclusion of the arbitration hearing. The arbitrator may apply to the court for an additional 20 days in cases of unusual length or complexity (CRC 3.825(b)).
- ⇒ Within 30 days of the filing of the award, a party may file a request for trial (CRC 3.826(a)).
- ⇒ The clerk must immediately enter the arbitration award as a judgment if no party has served and filed a request for trial during the 30-day period after the award is filed (CRC 3.827).

**Return of Case to Court**

- ⇒ Upon the filing of a request for trial, the action must proceed as provided under an applicable case management order or, if there is no pending order, promptly set for a case management conference. (CRC 3.826(b)).
- ⇒ When a judgment is entered, the clerk will notify all parties who have appeared in the case including the judge to whom the case is assigned if there is one (CRC 3.827(b)).
- ⇒ If a case is settled then each plaintiff or other party must notify the arbitrator and the court as required under California Rules of Court, rule 3.1385 (CRC 3.829).



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input type="checkbox"/> Berkeley Courthouse 2000 Center Street, 2 <sup>nd</sup> Fl., Berkeley, CA 94704	<input type="checkbox"/> Fremont Hall of Justice 39439 Paseo Padre Parkway, Fremont, CA 94538	<input type="checkbox"/> Gale/Schenone Hall of Justice 5672 Stoneridge Drive, Pleasanton, CA 94588
<input type="checkbox"/> George E. McDonald Hall of Justice 2233 Shoreline Drive, Alameda, CA 94501	<input type="checkbox"/> Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<input type="checkbox"/> René C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612
	<input type="checkbox"/> Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	

Case No.:

Plaintiff

vs.

STIPULATION FOR ALTERNATIVE  
DISPUTE RESOLUTION (ADR)

Defendant

The parties by and through their attorneys of record hereby stipulate to submit the within  
controversy to the following Alternative Dispute Resolution process:

## ORDER

The foregoing stipulation having been read and considered and good cause appearing, now therefore, IT  
IS SO ORDERED.

IT IS FURTHER ORDERED that the matter be set for Order to Show Cause Hearing RE:

Dismissal on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department \_\_\_\_\_

Dated:

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

(SEAL)

## PROOF OF SERVICE

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF LOS ANGELES )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 11900 West Olympic Blvd., Ste. 600, Los Angeles, California 90064.

On August 12, 2008, I served the foregoing document described as "**NOTICE OF REMOVAL OF ACTION; DEMAND FOR JURY TRIAL**" on the interested parties in this action by placing a [X] true copy thereof [] the original document enclosed in a sealed envelope addressed as follows:

[SEE ATTACHED SERVICE LIST]

X (BY MAIL) In accordance with the regular mail collection and processing practices of this business office, with which I am familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope for collection and mailing on this same date following ordinary business practices.

\_\_\_\_ (BY PERSONAL SERVICE)  
 \_\_\_\_ By personally delivering copies to the person served.  
 \_\_\_\_ I delivered such envelope by hand to the office of the addressee pursuant to C.C.P. Section 1011.  
 \_\_\_\_ I caused such envelope to be delivered by hand to the office of the addressee, either by overnight delivery via Overnight Express.  
 \_\_\_\_ I caused such envelope to be delivered to the office of the addressee, by telecopier or facsimile machine. Proof of such delivery is attached hereto.

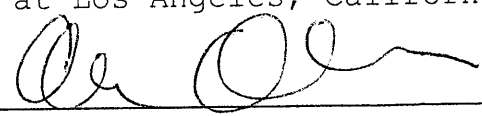
STATE

X I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

ANI MAKHANIAN

Name

  
 Signature



Service List

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*SINGH v. GAINSCO, INC.*

Alameda County Superior Court Case No. RG08395501

United States District Court Case No. TBA

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Alexander J. Berline, Esq.

Christine Hiler, Esq.

HANSON BRIDGETT, LLP

425 Market Street, 26th Floor

San Francisco, CA 94105

Telephone (415) 777-3200

Facsimile (415) 541-9366

Attorneys for Plaintiff

BALJIT SINGH, individually and

allegedly doing business as GREYLINE CAB/YELLOW CAB

JS 44 (Rev. 12/07) (and rev 1-16-08)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

**I. (a) PLAINTIFFS**

BALJIT SINGH, individually and allegedly doing business as GREYLINE CAB/YELLOW CAB

**DEFENDANTS**

GAINSCO, INC. and DOES 1-10

(b) County of Residence of First Listed Plaintiff Alameda, California  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Texas  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Alexander J. Berline, Esq.; Christine Hiler, Esq.  
HANSON BRIDGETT, LLP  
425 Market Street, 26th Floor, San Francisco, CA 94105; (415) 777-3200

Attorneys (If Known)

Spencer A. Schneider, Esq.; Karen E. Adelman, Esq.  
BERMAN, BERMAN & BERMAN, LLP  
11900 W. Olympic Blvd., Suite 600, Los Angeles, CA 90064  
(310) 447-9000

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 690 Other	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<b>LABOR</b>	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
		<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
		<input type="checkbox"/> 790 Other Labor Litigation	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 892 Economic Stabilization Act
		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty		
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other		
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights		
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		
		<b>IMMIGRATION</b>		
		<input type="checkbox"/> 462 Naturalization Application		
		<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		
		<input type="checkbox"/> 465 Other Immigration Actions		

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §1441(a)

Brief description of cause:

Insurance Coverage, Bad Faith, Declaratory Relief

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
**DEMAND \$**

CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

**IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)**

(PLACE AND "X" IN ONE BOX ONLY)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

DATE

August 12, 2008

SIGNATURE OF ATTORNEY OF RECORD

*[Signature]*

**COPY**

JS 44 Reverse (Rev. 12/07)

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.